### Case 6:14-bk-23600-MJ Doc 50 Filed 09/14/16 Entered 09/14/16 21:52:34 Desc Imaged Certificate of Notice Page 1 of 13

States Bankruptcy Central District of California

In re: Dennis Keith Olsen Susan Joan Kendall-Olsen Debtors

Case No. 14-23600-MJ Chapter 7

### CERTIFICATE OF NOTICE

District/off: 0973-6 User: admin Page 1 of 1 Date Rcvd: Sep 12, 2016

Form ID: pdf042 Total Noticed: 2

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on

Sep 14, 2016. db

+Dennis Keith Olsen, 3711 Fox Plain Rd., Corona, CA 92882-8702

New Port Richey, FL 34655-1663 #+Susan Joan Kendall-Olsen, jdb 9329 Amazon Dr.,

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

TOTAL: 0 NONE.

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 14, 2016 Signature: /s/Joseph Speetjens

### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 12, 2016 at the address(es) listed below:

Darlene C Vigil on behalf of Interested Party

Courtesy NEF cdcaecf@bdfgroup.com Jason B Cruz on behalf of Joint Debtor Susan Joan Kendall-Olsen jcruz@jcruzlaw.com, pjstarr@starrparalegals.com

Jason B Cruz on behalf of Debtor Dennis Keith Olsen jcruz@jcruzlaw.com,

pjstarr@starrparalegals.com

edansie@hotmail.com, kanderson@ecf.epiqsystems.com Karl T Anderson (TR)

Marian Garza on behalf of Creditor Exeter Finance Corp. ecfnotices@ascensioncapitalgroup.com Marisol A Nagata on behalf of Creditor Nationstar Mortgage, LLC cdcaecf@bdfgroup.com Scott A Conwell on behalf of Creditor Conwell Law LLC scott@conwellusa.com

United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov

TOTAL: 8

LAW OFFICE OF JASON B. CRUZ JASON B. CRUZ (SBN 203133) 18 E. State Street, Suite 203 Redlands, California 92373 Telephone: (909) 792-4400 Facsimile: (909) 792-1144

Email: jcruz@jcruzlaw.com

CONWELL LAW LLC,

Counsel for Debtor/Movant Dennis Keith Olsen



### UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA [RIVERSIDE DIVISION]

DENNIS KEITH OLSEN, CASE NO.: 6:14-bk-23600-MJ

Debtor / Movant, Honorable Meredith A. Jury

vs. Chapter 7

SCOTT A. CONWELL, ESQ. dba ORDER I

Respondent.

ORDER FINDING SCOTT A. CONWELL, ESQ. IN CONTEMPT FOR VIOLATION OF THE DISCHARGE INJUNCTION AND GRANTING DEBTOR'S MOTION FOR SANCTIONS

Date: May 24, 2016 Time: 10:00 a.m. Place: Courtroom 301

3420 Twelfth Street, Riverside CA 92501

The Court, having considered testimony as to why SCOTT A. CONWELL, ESQ. dba CONWELL LAW LLC. should not be held in Contempt for Violation of the Discharge Injunction filed by debtor, DENNIS KEITH OLSEN, hereby **ORDERS** as follows:

SCOTT A. CONWELL, ESQ. is found in Contempt for Violation of the Discharge Injunction;

### IT IS FURTHER ORDERED that:

1. SCOTT A. CONWELL, ESQ. is ordered to cease and desist any and all actions related to the creation and/or enforcement of Attorney's liens against Debtor's assets, including the dismissal of the Appeal;

2. SCOTT A. CONWELL, ESQ. is ordered to pay damages to Debtor for Debtor's attorneys' fees in connection with the violation of the Discharge Injunction in the amount of \$31,279.10;

3. SCOTT A. CONWELL, ESQ. is ordered to pay Debtor punitive damages in connection with the violation of the Discharge Injunction in the amount of **\$30,000.00**;

4. SCOTT A. CONWELL, ESQ. is ordered to pay the total sum of \$\(\frac{61,279.10}{200}\) made payable to The Law Office of Jason B. Cruz within 30 days of the signing of this Order;

5. This Court will retain jurisdiction over this matter until all funds have been paid;

6. This Court reserves the right to consider such other attorneys' fees and sanctions as may be incurred by the Debtor based upon evidence of continued violations of the discharge injunction.

IT IS SO ORDERED.

###

Date: September 12, 2016

United States Bankruptcy Judge

Meredith A. Jury

-DNWe

MW



# LIMITED ENGAGEMENT AGREEMENT - HOURLY FEE

Thank you for the trust you have placed in Kaufman, Englett and Lynd, PLLC (hereafter the "Firm"). We know you had many choices when selecting legal representation and we are honored that you have chosen to work with us. Our goal is always to provide you with the highest quality and most professional legal services at the best possible pricing.

Our service relationship is governed by This Limited Engagement Agreement (hereafter the "Contract"). Please read this Contract carefully to ensure you understand all of the provisious contained herein.

1. The Firm will bill against the Contract time allotments in increments for all attorney and paraprofessional

time expended on your file. This time will include, but not be limited to, time for telephonic contact with you and any others contacted on your behalf, review of mail/ faxes/ emails, legal research, drafting of

The hourly rates for attorneys and paraprofessional fees will be billed as follows:

a. Partners - \$400 per hour;

correspondence and/ or other documents, or drafting of any court papers.

Associate Attorneys - \$250 per hour; Paralegals - \$100 per hour.

Alternative Fee Recovery: Should anyone other than KEL's client(s) be required to pay attorney's fees and costs incurred, the hourly rate for attorney's fees would be: 1) \$100 per hour for Paralegal Services; 2) \$250 per hour for Associate Attorney Services; 3) \$275 per hour for Lead Associate Attorney Services; 3) \$200 per hour for Senior or Managing Associate Attorney Services; 5) \$500 per hour for Partner Services, or such amount as is determined by the Court, whichever is higher.

## B. PURPOSE OF ENGAGEMENT:

The Firm has been engaged for the following limited professional services:

OVAFT AND Send DEMAND LEHEL

Consult Attorney: DOV.

. Client acknowledges that no guarantee can be made nor has been made concerning the outcome of this matter, except that the attorneys will provide competent representation and advice, and will work diligently in protecting my rights and interests and in pursuing my lawful objectives in the proceeding before the Court, to the best of their abilities.

Client Initials

Cruz Attachment 1 Page 1 of 6

# INITIAL ESTIMATED CONTRACT:

- The Firm will represent you and provide you with professional and paraprofessional services related to the Purpose of Engagement as set forth in Section B above for an Initial Estimated Contract in the amount of \$ 6.50
- This Contract is intended as a true Contract and is fully earned and non-refundable upon engagement of the Firm. Furthermore you hereby acknowledge and agree that this Contract is in no way a guarantee nor is it a promise to satisfy the legal objective of the Purpose of Engagement.
- While we will do our best to estimate the total cost of your representation at the time of your initial consultation, there are many unforeseen circumstances that can and often do arise. Within 3 business days of Client's initial meeting with the Firm's assigned file attorney, if deemed necessary, the Firm in its sole discretion may:
- Re-estimate the requested Contract and present adjusted terms to Client for approval; or
- Decide to discontinue representation.

Should the Firm decide to exercise 3.b. above or the Client decide to discontinue the relationship after reviewing the new terms as specified in 3.a., the Firm will refund to Client any funds paid in conjunction with this Contract.

- You acknowledge that the Firm's Initial Estimated Contract amount is truly an estimation and that the execution of a Supplemental Contract (as outlined in D below) is required in many cases.
- As true Contracts, the payments made for Initial and/or Supplemental Contracts is nonrefundable even if the firm does not exhaust the Contract amount. For example, if the professional and paraprofessional time expended by the Firm on your matter is less than would be necessary to exhaust the entire Contract, any remaining "balance" of the Contract is non-refundable. One exception to this rule is that the file attorney will make an assessment and determine if the result would be considered excessive. In the event that any portion of the remaining Contract is considered excessive by application of the Firm's policy then in that event, and in that event only, the Client will be entitled to a refund of the amount to be considered excessive.
- Contracts include only the legal fees associated with your representation. As outlined in the Costs and Fees addendum, you will be required to pay any third party costs associated with your representation separately. The Firm will not advance any third party costs or fees on the client's behalf without written agreement between the two parties.

## D. SUPPLEMENTAL CONTRACTS:

- The Firm will log time and fees against your Initial Estimated Contract amount for actual attorney and paralegal time as set forth in Sections A.1. and A.2. above. If the Initial Estimated Contract is exhausted, the client must execute and remit payment for a Supplemental Contract as determined by The Firm. The amount of the Supplemental Contract represents the Firm's best estimate to complete or otherwise resolve your Purpose of Engagement. As aforementioned, the Firm will make best efforts to estimate the total cost of your Supplemental Contract at the time of exhaustion of your Initial Contract, but you acknowledge there may still be unforeseen circumstances the total and often do arise and may require additional Supplemental Contract(s) to be executed.
- Remittance of the Supplemental Contract payment must be within 10 business days of notification unless agreed differently in writing by both parties. If Supplemental Contract payment is not

Client Initials XX

Cruz Attachment 1 Page 2 of 6

Payment #3 Payment #2

remitted within the agreed upon period, the Firm reserves the right to terminate this Contract without prior notice to the client unless litigation has commenced, in which case the Firm will proceed to withdraw from client's representation in accordance with applicable law. As a pure Contract, each Contract payment is non-refundable even if the firm does not exhaust the Contract

### PAYMENT SCHEDULE:

offers you, at no additional cost, the ability to split your Initial Estimated Contract into as many as three payments. Should the Firm decide a payment schedule is applicable and should for convenience you elect to accept such plan, if available, you agree to remit funds in the amounts and on or before the depending the process of the process of the plan. As a service to our clients and in an attempt to make payment for legal services more manageable the Firm specified below: Date

Date: Date Initials

If at any time, in the course of pursuing your Purpose of Engagement, funds received by the Firm are exhausted prior to the finalization of the payment schedule and/or a case event arises requiring a Supplemental Contract as determined by the Firm, you recognize that the payment schedule above may time, the Firm will administratively close Client's file. If Client thereafter requests that KEL continue must cure such delinquency within 15 calendar days. If any delinquency is not cured within the allotted In the event Client becomes delinquent on the payment of fees as set forth in this payment schedule, Client predictability of funds required by your Purpose of Engagement matters are provided by the Firm solely for Client convenience and are not intended to be relied upon for need to be accelerated, modified or eliminated to ensure continued representation. Payment plans on hourly representing Client, an administrative file re-opening charge of \$75 will be assessed. Payment of this

Client that the Firm has no obligation to and is not required to agree to reopen and reappear for any file therein and only until such time as the Court enters an order of withdrawal. It is expressly understood by the lawsuit but only to the extent ethically required or necessary to reasonably protect Client's interests cured within the time allotted. During the withdrawal process the Firm will continue to represent Client in If Client's file involves an on-going lawsuit, the Firm will seek formal withdrawal if the delinquency is not that has been closed after an order of withdrawal has been obtained.

administrative charge must be made before a file will be re-opened unless waived by the Firm.

- CONFLICT OF INTEREST: to immediately halt performance. In the event that the Firm perceives or discovers any conflict of interest whatsoever we shall have the right
- In the event of any conflict, client acknowledges and consents to the Firm's withdrawal and/ or termination of this contract and any representation of the client by the Firm and its attorneys.

CLIENTS RESPONSIBILITIES:

It is understood between the Client and the Firm that the Client has an ongoing responsibility to remit payments for legal fees and costs, and to provide information as requested by the Firm, in a timely manner fails to remit fee and /or cost payments and/or information in a timely manner the Firm reserves the right to terminate this contract and withdraw from representing the Client. Client further acknowledges that Client executing this contract has read and understands each provision of this contract or has obtained the advice of counsel prior to/ to the Firm and its staff for the purposes of properly handling the client's case. In the event that the client

Client Initials

Please be advised that by signing this agreement you are giving KEL and its related entities permission to contact you in the future, even if your original case has been concluded. The form of this contact may include but is not limited to; phone calls, emails, text messages, letters and flyers.

KEL Attorneys is always seeking opportunities to support our clients with ancillary services. For this reason the founders of the law firm have established KEL Real Estate, LLC, KEL Credit Repair, and Residential Property Management, LLC. These companies may or may not benefit you. By executing this independently contact you and initially offer, at <u>no additional cost</u>, a telephonic discussion to review and analyze your potential need for their services. Many of these services will carry their own costs and a financial benefit may be realized by the owners and attorneys of KEL Automosys for the referral. THERE ARE FREQUENTLY OTHER SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE UNDER NO OBLIGATION TO USE THE SERVICES OF THE AFFILIATED COMPANY, ARE FREET TO OPT OUT OF THIS CONTRACT AND MAY SHOP FOR ALTERNATE PROVIDERS. provider. you may wish to seek independent legal counsel before entering into an agreement with an ancillary service TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE, and your name, address, phone number and email to one of these service providers. The Provider(s) will benefit. Where benefit may exist, KEL Attorneys will, with your full knowledge and authorization, release contract you are providing authorization for KEL Attorneys to review your file to determine this potential

### STATEMENTS / UPDATES:

- In lieu of delivering regular statements in conjunction with this Contract, progress on your case can be accessed 247 via our online client portal. By logging into our secure server with your personal access code you will find a detailed list of the work performed, any upcoming or past milestones, hearings, mediations or other significant events. If you do not have access to the Internet, please alert your paralegal so that we can provide alternate methods to deliver your progress statements.
- that a Supplemental Contract is needed to continue work on your matter, as outlined in Section D of this You will be notified via the portal and/or email and/or phone should it be determined by your case attorney

# K. CHOICE OF LAW/VENUE/ARBITRATION/ FEE DISPUTES:

- and each party shall bear their respective attorneys' fees and costs for any arbitration. Orlando, Orange County Florida. Any dispute between the Parties shall be subject to binding arbitration This Contract shall be construed according to the laws of the State of Florida and the venue shall be in
- The decision of the arbitrator shall be binding, final and conclusive and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of the parties and subject matter. If the parties are unable to agree as to the selection of an arbitrator, the court will make the determination upon proper are unable to agree as to the selection of an arbitrator, the court will make the determination upon proper notice to the parties.
- In the event of a fee dispute, enforcement of payment or the required arbitration procedure may be pursued by the Firm, by the filing of a charging lien with the Civil Court. This means that the Court will have continuing jurisdiction to enforce payment of fees.

### ENTIRE AGREEMENT

employees and/or agents have made no representations to you, and you have not relied on any representations, which are not contained in this Contract or executed addenda. This Contract represents the entire agreement between you and the Firm and shall not be modified or amended by either party unless agreed upon in writing by both parties. The Firm and its attorneys, A Client Initials

Client Initials

The undersigned hereby accepts the terms set forth in this Contract and hereby engages the Law Office of Kaufman, Englett and Lynd, PLLC, as set forth above.

Kaufman, Englett & Lynd, PLLC 111 N. Magnolia Ave., Suite 1500 Orlando, FL 32801

Statement as of July 30, 2015 Statement No. 296654

undersigned specifically request that the Law Office of Kaufman, Englett and Lynd, PLLC at the following persons ONLY in our case.

Client Signature

Print Name

Date

Dennis K. Olsen 323 Harbor Drive South Indian Rocks Beach, FL 33785

15LAW63832:

Professional Fees	Fees		Hours	Rate	Amount
7/21/2015	X-0	Telephone call with client memo to file.	0.4000	80.00	32.00
7/27/2015	K-C	Confer the DC; memo to SH; file review.	0.4000	80.00	32.00
7/30/2015	X-0	Correspondence to cleint with attachments,	0.3000	80.00	24.00

		Write-off	Kimberly Cutler Tota	
		Write off	Total hours:	
Total N	Total Current Billing: Previous Balance Due: Total Payments:	Sub-total Payments:	Rate Summary 1.1000hours at \$ 80.00/hr 1.1000	Sub-total Fees:
Total Now Due:	tal Current Billing: ous Balance Due: Total Payments:	56.00	88.00	88.00
88.00	88.00 56.00 56.00	56.00		

7/27/2015

Payments

Cruz Attachment 1 Page 6 of 6

Cruz Attachment 1 Page 5 of 6

	6:14-bk-2	2015 telephone conference with Mr. Cruz re: Olsen matter 2015 email correspondence with Mr. Cruz re: Olsen matter	Task	da Starr. Paraleval	CPolegal Services: \$14,237.50 CARriney Services: \$6,750 CEGense Reimbursement: \$328.60 CHARTOAL DUE: \$21,316.10	4/Bing Rates: 9/1/Norney: \$375/Hour Paralegal: \$125/Hour	a a lipaice Date: August 12, 2016 For the period of August 1, 2015 locume 27, 2016	ered 0 From the Pennis Olsen		CO CO CO Hsuite 203 CARedlands, California 92373	2:34 Atto	JA
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8/19/2015	8/18/2015	8/17/2015	8/15/2015	8/12/2015		8/11/2015	8/10/2015
email correspondence with Mr. Olsen re: status; receipt/review of MD documents from SDPS; email correspondence with SDPS re: missing documents (specifically everything after 10/2014); telephone conference with Mr. Molash re: missing documents;	email correspondence with Ms. Shipley re: alternate sources/resources; email correspondence and left voice mail with document retrieval service re: status; search for alternate retrieval services; email correspondence with various colleagues and potential retrieval services; telephone conferences with clerk's office and IT Help Desk re: online document retrieval options; telephone conference with Valerie Nowottnick (another MD paralegal); email correspondence with Ms. Nowottnick and Mike Molash (Same Day Process Servers/SDPS); forward document request to Mr. Molash;	email correspondence with document retrieval service re: status; request immediate response	email correspondence with Ms. Shipley; document retrieval	continued search for MD paralegal/document retrieval service to obtain copies of MD filings; telephone conference with Michele Shipley (MD paralegal), review docket together, determine which documents to request; arrange for retrieval and delivery of documents	documentation; receipt/review of grievance against MD attorney; research MD attorney for other grievance actions/sanctions; various attempts to retrieve MD documents online; email correspondence with Mr. Olsen re: any additional documentation; email correspondence with Mr. Cruz re: concerns with MD matter; search for MD paralegal/document retrieval service to obtain copies of MD filings to determine what is due for 8/27 response date	motion for Sanctions; telephone conference and email correspondence with Mr. Olsen re: outstanding matters/history; requested documents; download and review MD docket to determine status; receipt/review of portions of client documents - request complete documents from Mr. Olsen; email correspondence with Mr. Olsen re: additional email correspondence with Mr. Olsen re: additional	telephone conference and email correspondence with
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Oriz Attachment 2 Doop 3 of 11	January 2016 Total	email correspondence with Mr. Cruz re: follow up and sumary of next steps	telephone conference with Mr. Olsen to review process; email correspondence with Mr. Cruz re: follow	sanctions; email correspondence with Mr. Nesson, Mr. Cruz & Mr. Olsen memorializing call with M. Nessom;	outcome, Conwell appeal, discuss reopening	Olsen re: to set calls to discuss Conwell appeal;  telephone conference with Mr. Nessom re: state court	email correspondence with Mr. Nesson, Mr. Cruz & Mr.	email correspondence with Mr. Nesson & Mr. Cruz re:	correspondence with Mr. Nesson & Mr. Cruz re:	August ctus istigue	Mr. Nesson	email correspondence with Mr. Nesson re: status;	review; email correspondence with Mr. Nesson, Cruz & Olsen re: fee agreement;	Cruz & Mr. Olsen re: 'retention' of local counsel; forward all documents and timeline to Mr. Nesson for	Snipley for local counsel reterrals; email correspondence with Jeff Nesson re: MD matter; email correspondence with Mr.	/2015 email correspondence with Ms. Nowottnick & Ms.	attorney colleagues for local counsel referrals; email correspondence with four local counsel candidates;	email correspondence with Ms. Nowottnick re: lien process in MD; email correspondence with various	download bankruptcy docket and miscellaneous pleadings; prepare detailed timeline of events/filings;	Mr. Molash re: Clerk's response to request for missing documents; receipt/review of missing documents;	telephone conference and email correspondence with		reasons for documents to be withheld
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Oraz Attachment 2 Dage A of					of filed pleadings/uploaded order and filing confirmations to Mr. Cruz, Mr. Olsen, and Mr. Nesson	upload Proposed Order; download and forward copies	review/revise/assemble Notice of Lodgment and Proposed Order; prepare and e-file Notice of Lodgment;	review/revise/assemble Notice, Motion, Declarations and Proof of Service; prepare and e-file Motion packet;		Reopen; prepare Notice of Lodgment and appropriate Proofs of Service; prepare Notice of Motion /No Hearing; forward declaration to Mr. Olsen for execution	draft/revise Motion to Reopen & Declarations;	72/2010 enail correspondence with mir, observe mir, cruz re: Notion to Reopen; review local rules and local forms re: noticipe requirements and mandatory forms;		/1/2016 email correspondence with Mr. Olsen & Mr. Cruz re:	February 2016 Total	Reopen	bankruptcy; receipt/review of Mr. Nesson's revisions 2/29/2016 email correspondence with Mr. Cruz re: Motion to	4/23/2010 Individual Control of the		2/22/2016 telephone conference with Mr. Olsen to review process; email correspondence with Mr. Cruz re: follow	/5/2016 email correspondence with Mr. Olsen & Mr. Cruz re: motion to reopen		1/2016 email correspondence with Mr. Nesson & Mr. Cruz re:
Oraz Attachment 2 Dage A of 14					of filed pleadings/uploaded order and filing confirmations to Mr. Cruz, Mr. Olsen, and Mr. Nesson	upload Proposed Order; download and forward copies	review/revise/assemble Notice of Lodgment and Proposed Order; prepare and e-file Notice of Lodgment;	review/revise/assemble Notice, Motion, Declarations and Proof of Service; prepare and e-file Motion packet;	receipt of executed declaration; convert jpeg to PDF; 1.8	Reopen; prepare Notice of Lodgment and appropriate Proofs of Service; prepare Notice of Motion / No Hearing; forward declaration to Mr. Olsen for execution	draft/revise Motion to Reopen & Declarations;	einal correspondence with fair. Obert & wir. Cluzte:  Motion to Reopen; review local rules and local forms re: noticine requirements and mandatory forms:	status of Motion to Reopen	email correspondence with Mr. Olsen & Mr. Cruz re: 0.3	4.7	Reopen	bankruptcy; receipt/review of Mr. Nesson's revisions email correspondence with Mr. Cruz re: Motion to 0.2		up	telephone conference with Mr. Olsen to review process; email correspondence with Mr. Cruz re: follow	email correspondence with Mr. Olsen & Mr. Cruz re: 0.2 motion to reopen	Siegel v. Federal Home Loan Mortg. Corp	email correspondence with Mr. Nesson & Mr. Cruz re: 0.5
Criz Attachment 2 Dago A of 14					of filed pleadings/uploaded order and filing confirmations to Mr. Cruz, Mr. Olsen, and Mr. Nesson	upload Proposed Order; download and forward copies	review/revise/assemble Notice of Lodgment and Proposed Order; prepare and e-file Notice of Lodgment;	review/revise/assemble Notice, Motion, Declarations and Proof of Service; prepare and e-file Motion packet;	receipt of executed declaration; convert jpeg to PDF; 1.8 PJS	Reopen; prepare Notice of Lodgment and appropriate Proofs of Service; prepare Notice of Motion /No Hearing; forward declaration to Mr. Olsen for execution	draft/revise Motion to Reopen & Declarations;	efinal correspondence with fun. Obert & fun. Cuzte:  Motion to Reopen; review local rules and local forms re: noticing requirements and mandatory forms:	status of Motion to Reopen	email correspondence with Mr. Olsen & Mr. Cruz re: 0.3 PJS	4.7 PJS	Reopen	bankruptcy; receipt/review of Mr. Nesson's revisions email correspondence with Mr. Cruz re: Motion to 0.2 PJS	draft to Mr. Cruz & Mr. Nesson for review; email correspondence with Mr. Nesson for review; email correspondence with Mr. Nesson for suppostion of	Up Up draft/coules Mation to Boomen 8. Docks rationer forward 3.3 B/S	telephone conference with Mr. Olsen to review 0.5 PJS process; email correspondence with Mr. Cruz re: follow	email correspondence with Mr. Olsen & Mr. Cruz re: 0.2 PJS motion to reopen	Siegel v. Federal Home Loan Mortg. Corp	email correspondence with Mr. Nesson & Mr. Cruz re: 0.5 PJS
Ories Allendance of Doop April 4					of filed pleadings/uploaded order and filing confirmations to Mr. Cruz, Mr. Olsen, and Mr. Nesson	upload Proposed Order; download and forward copies	review/revise/assemble Notice of Lodgment and Proposed Order; prepare and e-file Notice of Lodgment;	review/revise/assemble Notice, Motion, Declarations and Proof of Service; prepare and e-file Motion packet;	receipt of executed declaration; convert jpeg to PDF; 1.8 PJS \$	Reopen; prepare Notice of Lodgment and appropriate Proofs of Service; prepare Notice of Motion /No Hearing; forward declaration to Mr. Olsen for execution	draft/revise Motion to Reopen & Declarations;	elinal correspondence with Mr. Disen & Mr. Cruz re: 4.3 r33 3  Motion to Reopen; review local rules and local forms re: noticing requirements and mandatory forms:	status of Motion to Reopen	email correspondence with Mr. Olsen & Mr. Cruz re: 0.3 PJS \$	4.7 PJS \$	Reopen	bankruptcy; receipt/review of Mr. Nesson's revisions email correspondence with Mr. Cruz re: Motion to 0.2 PJS \$	draft to Mr. Cruz & Mr. Nesson for review; email  correspondence with Mr. Nesson for review; email	Up	telephone conference with Mr. Olsen to review 0.5 PJS \$ process; email correspondence with Mr. Cruz re: follow	email correspondence with Mr. Olsen & Mr. Cruz re: 0.2 PJS \$ motion to reopen	Siegel v. Federal Home Loan Mortg. Corp	email correspondence with Mr. Nesson & Mr. Cruz re: 0.5 PJS \$
Oriza Attachment o Deco A of 11					of filed pleadings/uploaded order and filing confirmations to Mr. Cruz, Mr. Olsen, and Mr. Nesson	upload Proposed Order; download and forward copies	review/revise/assemble Notice of Lodgment and Proposed Order; prepare and e-file Notice of Lodgment;	review/revise/assemble Notice, Motion, Declarations and Proof of Service; prepare and e-file Motion packet;	receipt of executed declaration; convert jpeg to PDF; 1.8 PJS \$ 125.00	Reopen; prepare Notice of Lodgment and appropriate Proofs of Service; prepare Notice of Motion / No Hearing; forward declaration to Mr. Olsen for execution	draft/revise Motion to Reopen & Declarations;	email correspondence with fut. Obert & wit. Cuzire:  Motion to Reopen; review local rules and local forms re: noticing requirements and mandatory forms:	status of Motion to Reopen	email correspondence with Mr. Olsen & Mr. Cruz re: 0.3 PJS \$ 125.00	4.7 PJS	Reopen	bankruptcy; receipt/review of Mr. Nesson's revisions email correspondence with Mr. Cruz re: Motion to 0.2 PJS \$ 125.00	draft revise mutual to Recipier & Decidations, journal 5.5 r.3 5 r.5 5 125,00 draft to Mr. Cruz & Mr. Nesson for review; email correspondence with Mr. Nesson re-supportion of	up  Hotel Control of the Control of	telephone conference with Mr. Olsen to review 0.5 PJS \$ 125.00 process; email correspondence with Mr. Cruz re: follow	email correspondence with Mr. Olsen & Mr. Cruz re: 0.2 PJS \$ 125.00 motion to reopen	Siegel v. Federal Home Loan Mortg. Corp	email correspondence with Mr. Nesson & Mr. Cruz re: 0.5 PJS \$ 125.00
Oriz Attachment 2 Bone A of 11					of filed pleadings/uploaded order and filing confirmations to Mr. Cruz, Mr. Olsen, and Mr. Nesson	upload Proposed Order; download and forward copies	review/revise/assemble Notice of Lodgment and Proposed Order; prepare and e-file Notice of Lodgment;	review/revise/assemble Notice, Motion, Declarations and Proof of Service; prepare and e-file Motion packet;	receipt of executed declaration; convert jpeg to PDF; 1.8 PJS \$	Reopen; prepare Notice of Lodgment and appropriate Proofs of Service; prepare Notice of Motion / No Hearing; forward declaration to Mr. Olsen for execution	draft/revise Motion to Reopen & Declarations;	elinal correspondence with Mr. Disen & Mr. Cruz re: 4.3 r33 3  Motion to Reopen; review local rules and local forms re: noticing requirements and mandatory forms:	status of Motion to Reopen	email correspondence with Mr. Olsen & Mr. Cruz re: 0.3 PJS \$	4.7 PJS \$	Reopen	bankruptcy; receipt/review of Mr. Nesson's revisions email correspondence with Mr. Cruz re: Motion to 0.2 PJS \$	draft to Mr. Cruz & Mr. Nesson for review; email  correspondence with Mr. Nesson for review; email	Up	telephone conference with Mr. Olsen to review 0.5 PJS \$ process; email correspondence with Mr. Cruz re: follow	email correspondence with Mr. Olsen & Mr. Cruz re: 0.2 PJS \$ motion to reopen	Siegel v. Federal Home Loan Mortg. Corp	email correspondence with Mr. Nesson & Mr. Cruz re: 0.5 PJS \$

6 Page							5 Page	cono						se (
					proof(s)of service; forward Motion for Contempt &		300.00	s	125.00	v	4 PJS	2.4	assemble, review & organize all potential exhibits for deficiencies/missing pages	6:14-l
					Order and Notice of Lodgment, email correspondence with Mr. Nesson re: putting COSA on notice: finalize and number exhibits: draft		262.50	\$	125.00	v.	1 PJS	2.1	research & download Motion for Contempt and Sanctions exemplars & local opinions	0K-23
					Olsen declaration; forward to Mr. Olsen for review & execution; draft/revise proposed Show Cause		100.00	s	125.00	s	8 PJS	0.8		60 3/18/2016
					Declaration for approval & execution; revise Motion for Contempt & Sanctions per comments/notes from Cruz & Nesson; draft/revise		25.00	s	125.00	s	2 PJS	0.2	e-mail correspondence with Cruz & Nesson to request copies of pleadings/orders from MD proceedings, correspondence with Conwell, and invoices	J-IVIJ I∰ 1-IVIJ
\$1,087.50		\$125.00	PJS	8.7	correspondence with Mr. Cruz re: billing & invoices; export & forward StarrParalegals invoices to Mr. Cruz for inclusion with Cruz' invoices; 016 email correspondence with Messrs. Cruz, Nesson, & Olsen re: COSA status; revise & return Nesson	4/5/2016	62.50	¢.	125.00	v	S PJS	0.5	e-mail correspondence with Mr. Cruz re: Rejection of Order Reimposing Stay; download and review Order; e-mail correspondence with Cruz, Nesson, & Olsen re: Order as non-issue	Doc 50 aged ©6
					draft/revise Cruz, Nesson & Olsen declarations; forward declarations to Cruz & Nesson for review/execution; prepare, revise, assemble, & redact exhibits; telephone conference and e-mail								Application to Shorten Notice, Declaration, Proposed Order, & Notice of Lodgment; download and forward copy of filed pleadings, NEF, & LOU to Cruz, Nesson, & Olsen	ertificate
\$900.00	5.00	\$125.00	PJS	7.2	review, comments, etc.; request copies of bills/invoices to prove damages of creview/revise Motion for Contempt & Sanctions;	4/4/2016								d 09/14 e of No
\$462.50		\$125.00	PJS	3.7		4/3/2016								tice
\$612.50	5.00	\$125.00	PJS	4.9		4/1/2016	350.00	s	125.00	s	8 PJS	2.00	e-mail correspondence with Mr. Cruz re: draft	3/9/2016
\$ 4,925.00	125.00	45	PJS	39.4	March 2016 Total								practice before Judge Judy; on their recommendations - prepare and circulate draft Motion & Order to Impose Stay and Request for Hearing;	age 9
\$ 950.00	125,00	s	PJS	7.6	2016 draft/revise Motion for Contempt and Sanctions	3/31/2016							Amend Order Reopening Case; prepare and circulate draft Motion to Amend and proposed order; telephone	of :
\$ 412.50	125.00	4	PJS	<b>3</b>	e-mail correspondence with Mr. Nesson re: missing documents and gaps in timeline; download and review Maryland divorce docket and Court of Special Appeals docket; review/revise timeline; draft Motion for Contempt & Sanctions; e-mail correspondence with Mr. Olsen re: supporting documents; receipt/review of same	3/29/2016							re: stay; e-mail correspondence/discussion with Mr. Nesson & Mr. Cruz re: 'Implied' stay and law clerk's suggestion of Motion to Reimpose; review local rules and forms re: Motion to Reimpose; forward information to Nesson & Cruz for comment; e-mail correspondence with Mr. Nesson re: Motion to Amend Order to include stay language; review local rules & forms; research & download exemplars of Motions to Reimpose and to	9/14/16 21:52 13
\$ 450.00	125.00	s	PJS	3.6	2016 draft/revise Motion for Contempt and Sanctions	3/28/2016							stay; telephone conference with courtroom law clerk	<u>د</u> .ی،
\$ 400.00	125.00	w	PJS	3.2	2016 prepare outline/organize exhibits for Motion for Contempt & Sanctions	3/25/2016							email correspondence with Wr. L'uz, Mr. Nesson, & Wr. Olsen re: next steps; request copies of documents/pleadings from Mr. Nesson; e-mail documents/pleadi	4 D
							014.50	U	123,00	v	rio	0.0	receipt of effected order granting Motion to Neopen,	6. 3/8/201P

8   Page					7 Page					
\$14,237.5	\$ 125.00	SId	113.9	TOTAL	\$62.50	\$125,00	0.5 PJS	-	receipt/review of recent conweil filings;	9///2016
\$550.00	\$125.00	PJS	4.4	declarations  July 2016 Total				1	continuing antics and status of fees declarations for sanctions order	
4300.00	411	100			\$62.50	\$125.00	0.5 PJS	0	email correspondence with Mr. Cruz re: Conwell's	6/2/2016
\$300.00	\$125.00	010		//13/2016 review/revise proposed order & declarations	\$125.00 7/37	\$125.00	1 PJS	ĺ		
\$137.50	\$125.00	PJS			7/10				order granting sanctions; request updated bills/invoices for declaration in support of attorneys' fees	ιπαί
\$25.00	\$125.00	PJS	0.2	2016 e-mail correspondence with Mr. Nesson and Mr. Cruz re: status of MD appeal	\$25.00 7/8/2016	\$125.00	0.2 PJS	10		26/2016
\$850.00	\$125.00	PJS	6.8	June 2016 Total	\$62.50	\$125.00	0.5 <i>PJS</i>	0		Cetti
\$337.50	\$125.00	PJS	2.7	6/30/2016 draft order granting sanctions; review LBRs re: attorneys' fees declarations; draft/revise Cruz & Nesson declarations re: attorneys' fees	\$37.50 6/30	\$125.00	0.3 PJS	0		3/2016
				Conwell's attempts to file lien for post-discharge liability	\$3,412.50	\$125.00	SIG	27.3		, OI I
\$62.50	\$125.00	SIA	0.5	Reconsider  6/27/2016 receipt/review of updated billing from Cruz; email	6/27,				assemble & e-file Notice; download and forward copy of filed pleading & NEF to all	votic
\$37.50	\$125.00	PJS	0.3	6/24/2016 email correspondence with Mr. Cruz, Nesson, & Olsen re: CSA Order Granting Conwell Motion to	6/24					,6
\$25.00	\$125.00	PJS	0.2	6/23/2016 receipt/review of updated billing from Mr.  Nesson	\$125.00 6/23	\$125.00	PJS	1		15/2016
\$37.50	\$125.00	PJS	0.3	correspondence with court reporter 6/22/2016 receipt/review of transcript; forward to Mr. Cruz & Mr. Nesson	\$62.50 6/22	\$125.00	PJS	0.5		ge <b>\$</b> 0
\$75.00	\$125.00	PJS	0.6	6/20/2016 receipt/review of recent Conwell filings; email	\$12.50 6/20	\$125.00	PJS	0.1		7/2016
\$12.50	\$125.00	SIA	0.1	language for order; 6/16/2016 submit transcript request	6/16					13
\$25.00	\$125.00	PJS	0.2		6/9/2016				Contempt & Sanctions/Declarations/EXHIDITS and Notice of Lodgment re: Show Cause Order; upload Show Cause Order; download and forward copies of filed pleadings, NEF, & LOU to Cruz, Nesson, & Olsen; t/c COSA clerk re: protocol for submitting notice of bankruptor; extensive e-mail	
				chambers re: deadline for submission of proposed order - advised that matter set for 6/10 calendar; email correspondence with Mr. Cruz re: calendar; telephone conference with chambers re: hearing	\$150.00	\$125.00	SIA	1.2	email correspondence with Mr. Cruz re: approval to file; assemble, prepare & e-file Motion for	4/6/2016
\$112.50	\$125.00	PJS	0.9	2016 email correspondence with Mr. Cruz re: request for transcript; telephone conference with	6/8/2016				Lodgment to Mr. Cruz for review and approval	

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Cruz Attachment 2 Page 9 of 11		Review correspondence from the MD Court of Appeal and email correspondence from Nesson	Email correspondence with Jeff Nesson regarding MD Court of Appeals case Conwell Law v. In Rem: Assets and Property of Dennis Olsen	Review Motion for contempt and sanctions; review Declaration and comment and propose changes; email reply to Starr	Review email from Starr; reply	In e Automatic Stay, Declaration, Proposed Order, & Notice of Lodgment, with Application to Shorten Notice, Declaration, Proposed Order, & Notice of Lodgment; advise paralegal on changes	Review Motion/Order; draft/revise Motion to Impose	Review email from Starr re: local rules, forms etc.; Review declarations, comment and reply to Starr	Review email from Starr; reply	Review motion to reopen and declarations, comments on JBC declaration; reply to Starr	Review email from Starr; reply	Review email from Starr; reply	Review email from Starr; reply	Telephonic conversation with Olsen regarding reopen Of bankruptcy case; review law and advise Olsen of Options	Task	ız, Attorney		
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	9   Page	93.75	93.75	562.5	93.75		937.5	375	93.75	375	93.75	93.75	93.75	562.5	Total			
			8/10/2016	7/8/2016	6/21/2016	6/20/2016		6/08/2016		6/07/2016	6/02/2016	5/25/2016		5/24/2016	5/13/2016	5/05/2016	4/15/2016	4/08/2016
Cruz Attachment 2 Page 10 of 11		Totals:	draft order granting sanctions; review LBRs re: attorneys' fees declarations; review declarations and finalize billing exhibit	Email and telephonic correspondence with Nesson and 1 Re: MD Court of Appeal and finalization of order	Email correspondence with Olsen re: status of the case	Review Conwell's Reply to Olsen's Response to Motion to Reconsider; email correspondence with Nesson; telephonic correspondence with Olsen and Star	of Appeal in MD Court of Appeals	Correspondence with Starr Re: Order and drafting Order in light of Conwell's continued prosecution	execute declaration in support of Response; email correspondence with Nesson	Review Nesson's Response to Conwell's Motion to Reconsider with the MD Court of Appeals;	Review Conwell's Motion to reconsider, email Correspondence with Nesson	Email correspondence with Nesson Re: Conwell's Motion to Reconsider with MD Court of Appeals	with Nesson	Attend OSC Hearing; email and telephonic correspondence with Olsen; email correspondence	Review MD Court of Appeal Order to Show Cause As to Why Case Should Not Be Dismissed; email	Email correspondence with Olsen and Marianne Lee of MD State Bar Re: grievance filed by Olsen against Conwell Law; documents forwarded	Email and telephonic correspondence with Olsen Re: OSC Hearing and attendance	Review order from the MD Court of Appeal and Email correspondence from Nesson
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Cruz At					PACER FEES PACER FEES PACER FEES Transcript Fee TOTAL COSTS	CeReimbursable Expenses  PACER FEES  Copy Costs (MD Records)  PACER FEES
Cruz Attachment 2 Page 11 of 11						Aug \$5.30 \$199.00 Feb \$10.90
11 P a g c c						
Nesson Attachment 1 Page 1 of 1	11/29/2015 JPN review motions, read cases/statutes, review bankruptcy documents, Preparation of argument 11/30/2015 JPN anticipated time for argument in Annapolis  For professional services rendered	9/11/2015 JPN research POC cases, email with client and with Starr, Preparation of motion for sanctions (actual time 4 hours)  10/1/2015 JPN email from Conwell and response, review motion from Conwell  9/30/2015 JPN review motion for extension of time, email with client		April 05, 2016  Professional Services	Invoice submitted to: Dennis Olsen	LAW OFFICES OF JEFFREY P. NESSON 11421 REISTERSTOWN RD OWINGS MILLS, MD 21117 NESLAW1@AOL.COM
	1	2.50 250.00/hr 1.00 250.00/hr 0.75 250.00/hr	2.00 250.00/hr 6.50 250.00/hr 1.20 250.00/hr	Hrs/Rate		
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Nesson Attachment 2 Page 1 of 2		Previous balance	For professional services rendered	6/16/2016 review of Conwell reply in support of Appellant's motion for reconsideration of the order of dismissal and response to order for show cause	review cases, prepare response to Motion to strike, preparation of affidavit	J a	research cases cited by Conwell and preparation of Answer to Motion to Strike Osen Response	review of Conwell 12 page motion to strike Olsen answer to Motion to reconsider	016 response to Motion for reconsideration	016 preparation of answer to motion to reconsider dismissal of appeal	review of motion to reconsider order of dismissal filed by Conwell	016 review of Motion for reconsideration of dismissal of appeal		Professional Services	10351	er6, 2016			5 Invoice submitted to: 2 Dennis Olsen	MILLS, MD 21117 V1@AOL.COM	FICES OF JEFFREY P. NESSON EISTERSTOWN RD	
			14.75	0.50 250.00/hr	3.00 250.00/hr	2.00 250.00/hr	3.50 250.00/hr	1.50 250.00/hr	1.50 250.00/hr	1.00 250.00/hr	0.75 250.00/hr	1.00 250.00/hr	Hrs/Rate									
		\$1,237.50	\$3,687.50	125.00	750.00	500.00	875.00	375.00	375.00	250,00	187.50	250.00	Amount									
						Name JPN2		11/30/2015 anticipated time	11/29/2015 review motions of argument	10/1/2015 email from Con	9/30/2015 review motion for	9/11/2015 research POC of sanctions (actual)	8/25/2015 final review and	8/24/2015 review of motion	8/21/2015 email with Starr	September 1 Series	Restatement of	Current 3,687.50	Balance due		Dennis Olsen	
Nesson Attachment 2 Page 2 of 2						Attorney Summary		anticipated time for argument in Annapolis	review motions, read cases/statutes, review bankruptcy documents, Preparation of argument	email from Conwell and response, review motion from Conwell	review motion for extension of time, email with client	research POC cases, email with client and with Starr, Preparation of motion for sanctions (actual time 4 hours)	final review and filing of Answer to Motion	review of motion, research and drafting of motion	email with Starr and Olsen, initial review of Motion to enforce attorney lien	Control of the Contro	Restatement of hilled Professional Services	30 Days 0.00				
it 2 Page 2 of 2						mmary			uptcy documents, Pre	rom Conwell	nt	arr, Preparation of mo			to enforce attorney li			60 Days 0.00				
						Hours Rate 14.75 250.00		3. 250.		1. 250.	0. 250.		1. 250.	6. 250.		Hrs/Rate		90 Days 0.00				
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